

State of Illinois  
CAPITAL DEVELOPMENT BOARD

DESIGN-BUILD  
CONTRACT

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**CDB PROJECT NO.:**  
**CDB CONTRACT NO.: TBD**  
**PROJECT:**

**SELECTION DATE:**  
**DB ENTITY ID NO.:**

**THIS CONTRACT** is by and between

herein after called "DB Entity" and the State of Illinois by and through the Capital Development Board herein after called "CDB".

**DB ENTITY AND CDB**, for the consideration stated herein, agree as follows:

**ARTICLE 1. CONTRACT DOCUMENTS.** The Contract Documents consist of CDB's Standard Documents for Design-Build Projects dated August 2007, The Request for Proposal (including amendments and bridging documents), the DB Entity's proposal submittal (Phase 1 and Phase 2) as accepted by CDB (including subcontract and workforce projections), Performance and Labor & Material Payment Bonds, approved DHR PC-2 Forms, MBE/FBE Subcontractor/Supplier Utilization and Contracting Certifications, specified insurance, Financial Disclosures and Conflicts of Interests, Standard Business Terms and Conditions and Standard Certifications, this Contract, and approved Change Orders.

**ARTICLE 2. SCOPE.** The DB Entity shall perform this Contract in strict accordance with the Contract Documents for this project.

**ARTICLE 3. CONTRACT TIME.**

**(A.) Contract Completion Date:**

The DB Entity shall complete all work, including punchlist, closeout submittals and training, in accordance with the Contract no later than \_\_\_\_\_ calendar days from the Authorization to Proceed.

**(B.) Contract Ending Date:**

The Contract Ending Date is defined as the date of termination of the contract agreement. It is not to be interpreted as a construction delivery milestone, nor as an extension of a construction milestone. The contract agreement shall terminate on the Contract Ending Date, established as 365 consecutive calendar days following the Contract Completion Date. Changes to the Contract Ending Date will be done by a written change order duly executed by the contracting parties.

**SPECIAL NOTICE:** Within \_\_\_\_\_ calendar days from the date of the Notice of Award letter, the DB Entity shall furnish, on CDB Forms, submittal items required in Article 00 51 40 – Post Award Requirements of the Standard Documents for Design-Build Projects.

**ARTICLE 4. CONTRACT SUM.** CDB shall pay the DB Entity for the performance of this Contract, subject to additions and deductions as provided in the Contract Documents, the amount of \$\_\_\_\_\_.

**ARTICLE 5. ALTERNATE BIDS, UNIT PRICES, AND PRODUCT SUBSTITUTIONS.** The following alternate bids, unit prices, and material substitutions have been accepted and are incorporated into the Contract:

TBD

**ARTICLE 6. CONSTRUCTION ADMINISTRATION FEE.** The DB Entity will submit to CDB's Accounting Section no later than 20 calendar days from the date of the first invoice voucher, a Construction Administration Fee (CAF). The amount of the CAF, as specified in the RFP, is \_\_\_\_\_ (\$\_\_\_\_\_).

**ARTICLE 7. SUBCONTRACTORS AND SUPPLIERS DISCLOSURE.** The DB Entity shall submit with his/her contract the names and CDB issued identification (ID) numbers (prequalification ID number or registration ID number), if known, of all first tier subcontractors, consultants and suppliers with a subcontract value greater than \$50,000 to be utilized by the DB Entity in the performance of this Contract and any lower tier subcontractor/consultant/supplier with a subcontract value greater than \$50,000 and where the subcontractor/consultant/supplier is either named in the specifications or is one over whom the DB entity retains the right to approve and/or make payments for work. The DB Entity shall provide CDB copies of the subcontractor/consultants/suppliers' executed subcontract, the subcontractor/consultant/suppliers' completed and signed CDB Certifications, and the subcontractor/consultant/suppliers' completed and signed CDB Disclosure Forms within twenty (20) days of execution of this Contract or of the subcontract, whichever is later. Each of the three documents shall be submitted to CDB electronically as separate PDF documents. The subcontract shall include reference to the CDB Subcontract Attachment, which requires compliance with Public Acts 96-0795 and 96-0920. The DB Entity shall promptly notify CDB in writing of any additional or substitute subcontractor/consultant/suppliers meeting the above criteria hired during the term of this Contract (names, addresses, expected contract amount and CDB ID nos.).

**ARTICLE 8. CERTIFICATIONS & DISCLOSURES.** The undersigned for the DB Entity certifies that the DB Entity (including its partners, owners, officers, and directors; and their predecessors) complies with the Illinois Compiled Statutes incorporated herein.

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**IN WITNESS THEREOF,** this Contract has been duly entered into by the parties on the date last signed below. Under penalties of perjury, I certify that the following is our/my correct Federal Taxpayer Identification Number.

**DB ENTITY**

**USING AGENCY (When applicable)**

FIRM NAME:

Taxpayer ID No.: \_\_\_\_\_  
[ ] Sole Proprietor (Soc. Sec. Number)  
[ ] Partnership  
[ ] Corporation

BY: \_\_\_\_\_  
Using Agency Authorized Representative

I am a U.S. person (including a U.S. resident alien).

**CAPITAL DEVELOPMENT BOARD**

BY: \_\_\_\_\_  
Signature Date

BY: \_\_\_\_\_  
Jim Underwood, Executive Director Date

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
Printed Only

ATTEST: \_\_\_\_\_  
Corporate Secretary

FUNDS AVAILABLE: \_\_\_\_\_